

RETAINER AGREEMENT

CLIENT: PLEASE CHECK OR FILL GRAYED AREAS

NY Design Studio 623 Central Ave. #406 Cedarhurst, NY 11516 (NYDS)

(CLIENT)

for good and valuable consideration hereinafter set forth, agree as follows:

1. TERMS (\$218-\$250/hr)

and

CLIENT will advance: \$4K (2 day RETAINER) \$9K (1 wk. RETAINER) \$35K (1 mo. RETAINER) NYDS will provide all requested design services including but not limited to: copywriting, UI/UX, web and app design, branding, booth esign, promotional/print materials, illustration, iconography, data visualization, videos, presentations, emails, animations and social media. C) NYDS will commence CLIENT's requests within 2 hours as received by email to: studio@nydesign.com

2. SECURITY

A) NYDS will retain 3 copies of CLIENT files on 3 physical devices at 2 locations.

B) All files are the sole property of CLIENT.

C) NYDS shall keep confidential CLIENT materials unless instructed otherwise by CLIENT.

3. ASSURANCE

A) NYDS will correct all file errors in compliance with this agreement. CLIENT will accept said corrections as full remedy.

4. APPROVALS

NYDS will not execute any work without authorization of the following representative:

AUTHORIZED REPRESENTATIVE

5. EXPENSES/OVERAGES

For all hours other than Mon-Fri 9am-5pm (ADDITIONS), CLIENT will pay \$250/hr above the RETAINER within 1 week of invoice. NYDS will maintain a running invoice PDF for CLIENT's regular viewing and budgeting purposes.

6. GOVERNANCE

This Agreement is governed by New York State law and may be modified only in writing, signed by both parties. If any provision herein is found unenforceable, such provision will be limited or deleted to the minimum extent so that the remaining terms remain in force and in effect.

7. PAYMENT

CLIENT will make all payments by check to the address above, or by wire.

DATE: / / 2025

NYDESIGN - MARSHALL GISSER